

## **CITY COUNCIL - PRE-MEETING 6:30 P.M. TO 7:00 P.M.**

Natchitoches City Council will have a pre-council meeting beginning at 6:30 p.m. and ending at 7:00 p.m. to discuss any non-agenda items. The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

## **NATCHITOCHES CITY COUCIL MEETING OCTOBER 11, 2010 7:00 P.M.**

### **A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF SEPTEMBER 27, 2010**
5. **PROCLAMATIONS:**
  - #083 McCain** Resolution Proclaiming Jean Pierre Emmanuel Prudhomme Day (Accepting Dr. Colleen Lancaster)
  - #092 Mims** Resolution Proclamation Alpha Delta Kappa, Iota Chapter Month (Accepting Sherry Graf Sherry and Diane Vienne)
  - #097 Nielsen** Resolution Proclaiming International Credit Union Day (Accepting Tammy Trichell)
  - #098 Payne** Resolution Proclaiming Domestic Violence Awareness Month (Accepting Dodie Knight, Hylan Wells, Tequila Johnson)
6. **ORDINANCES – FINAL:**
  - #052 Morrow** Ordinance Authorizing The City To Lease Dry Storage Area In A Warehouse Located At The ADM Compress Site To Sunstream, Inc., Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Lease By The Mayor, Wayne McCullen, After Due Compliance With The Law, And Further Providing For Advertising Of The Lease And An Effective Date
  - #053 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Execute A Lease In Favor Of Red River Dusting, Inc., Of That 21,600 Square Foot Area Being The North 180 Feet Of Lot 20 As Shown And Depicted On An April 27, 2001 Airport Layout By Alliance Incorporated, And Further Providing For Advertising Of The Lease And An Effective Date
  - #054 Payne** An Ordinance Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Execute A Lease In Favor Of Marc Millican And Kevin McGregor, Of That 21,785.76 Square Foot Area Shown And Depicted As Lot 4 On The Airport Layout Plan Of April 12, 1994, And Further Providing For Advertising Of The Lease And An Effective Date
7. **REPORTS:** Pat Jones – Financial Report
8. **ADJOURNMENT**

### **NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, OCTOBER 11, 2010, AT SEVEN O'CLOCK, (7:00) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, October 11, 2010, at 7:00 p.m.

There were present:        Councilman-At-Large Don Mims  
                                 Councilman Jack McCain  
                                 Councilwoman Sylvia Morrow  
                                 Councilman Larry Payne  
                                 Councilman Dale Nielsen

Absent:                      None

The Mayor welcomed those in attendance and on the internet.

The Mayor asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Mr. Payne.

The Mayor then called for the reading and approval of the minutes of September 27, 2010. Mr. McCain made a motion to approve and to dispense with the reading of the minutes, and Mr. Payne seconded the motion. The roll call vote was as follows:

AYES:                      McCain, Morrow, Payne, Nielsen, Mims  
NAYES:                    None  
ABSENT:                   None

The Mayor declared the Motion as PASSED.

The Mayor introduced Hannah Tanksley, Thomas Heatherwick and Patrick Brooks to speak about the Community Renewal initiative.

Mr. Patrick Brooks thanked the Mayor and Council for having them there and giving them a minute of their time. He stated that Community Renewal International is a non-profit organization that's geared towards revitalizing and renewing communities through their youth. He said they target after school programs and have outreach programs for young elementary children in order to help them with school and teach them things that they need in order to sustain them in day-to-day life. Mr. Brooks stated that through there are programs that reach out to families as well instilling a sense of community and caring. He stated that they do this through three steps, renewal team which is coordinating a group of people to say that they care about their community, neighbor and want to love those who love the community. He said these people go out and do simple things, random acts of kindness, and are dedicated towards doing whatever it takes to renew their community. He said the next thing they have is the Haven House which is a concept of reaching out to people of the community and befriend one another. He goes on to mention the next step which was the Friendship House which is a house provided within the community where a family moves into the house and have tutoring programs and after school programs. He stated that he comes from a community in Bossier where they are doing this and it is amazing.

Ms. Hannah Tanksley addressed the council about what NSU is doing and what they want to do to impact the community. She stated one of their short term goals is to set up off campus tutoring for young kids and after school programs to give them a place to go to get them off the streets. She stated that they want to bring this to the community to spread hope and create relationships. She went on to say that they would promote intellectual growth with the children and health and wellness and prepare them for meaningful work when they become of age. She states that that all happens by bringing the community together.

Mr. Thomas Heatherwick addressed the Council and said that this was all about getting people together and building relationships not only on campus but the community as a whole. He stated the goal was to bring everyone together to make something positive.

Ms. Sylvia Morrow thanked the group for making contact with her and stated that they have made five steps in the community. She stated that in the community they are looking at three sites and they will share that in the future. She stated that the newspaper has been keeping up with them and the Community Renewal project.

Mr. Mims stated that it was admirable what they were doing with all of their responsibilities and that is a positive thing for the people of Natchitoches and appreciated what they are trying to do.

The Mayor stated that they are very well rounded students and they represent the community well and he appreciated it.

The following Resolution was introduced by Mr. McCain and Seconded by Mr. Nielsen as follows:

**RESOLUTION NO. 083 of 2010**

**PROCLAMATION**

**DECLARING OCTOBER 23, 2010 AS JEAN PIERRE EMMANUEL PRUDHOMME DAY IN THE CITY OF NATCHITOCHES**

**WHEREAS**, on Saturday, October 23, 2010, the Natchitoches Chapter of the Sons of the American Revolution and the St. Denis Chapter of the Daughters of the American Revolution will place their Patriot markers on the grave of **Jean Pierre Emmanuel Prudhomme**; and

**WHEREAS**, **Jean Pierre Emmanuel Prudhomme**, best known as the founder of Oakland Plantation, served as both a cavalryman and rifleman with the Natchitoches Militia, serving under Bernardo Galvez with the Spanish military; and

**WHEREAS**, members of the Louisiana militia are recognized as Patriots of the American Revolution for their invaluable support of the fledgling United States; and

**WHEREAS**, in George Washington's farewell to his officers, he toasted Spain for its assistance during the revolutionary war; and

**WHEREAS**, in 1784, the U. S. Congress cited General Galvez and the Spanish government for their aid during the Revolution; and

**WHEREAS**, the Natchitoches City is privileged to honor the memory of the signing of the Constitution and the Americans, and particularly **Jean Pierre Emmanuel Prudhomme**, who fought to uphold the duties and responsibilities of citizenship.

**NOW, THEREFORE**, I, Wayne McCullen, Mayor of the City of Natchitoches, do hereby proclaim **October 23, 2010** as

**JEAN PIERRE EMMANUEL PRUDHOMME DAY**

in the City of Natchitoches and encourage Federal, State, and local officials, as well as leaders of civic, social, and educational organizations, to conduct ceremonies and programs that celebrate our Constitution and reaffirm our commitment as citizens of our great Nation and honor **Jean Pierre Emmanuel Prudhomme** on this day.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	McCain, Nielsen, Morrow, Mims, Payne
<b>NAYS:</b>	None
<b>ABSENT:</b>	None
<b>ABSTAIN:</b>	None

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 11<sup>th</sup> day of October 2010.

  
WAYNE McCULLEN, MAYOR

Councilman McCain stated that he wanted to recognize the presence of Dr. Colleen Lancaster.

Dr. Lancaster stated that in Natchitoches they have a new organized group called the Natchitoches Chapter of the Sons of the American Revolution. She stated that they want to do different activities and they asked the St. Denis Chapter to go along. She stated that last year they marked the grave of Pierre Schelette and that this year they will be marking a Prudhomme grave. She stated that they were Revolutionary War soldiers who helped in the founding of our country.

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

**RESOLUTION NO. 092 OF 2010**

***PROCLAMATION***

**ALPHA DELTA KAPPA, IOTA CHAPTER MONTH**

**WHEREAS**, Since 1947, over 125,000 women educators around the world have discovered the many opportunities provided by membership in ALPHA DELTA KAPPA which include opportunities for recognition of the commitment to educational excellence, personal and professional growth, and the collective channeling of energies toward the good of schools, communities, teaching profession and the world; and

**WHEREAS**, Headquartered in Kansas City, Missouri, ALPHA DELTA KAPPA today has over 45,000 members in nearly 1,600 chapters located in towns and cities in every state in the United States and around the world in Australia, Canada, Jamaica, Mexico and Puerto Rico; and

**WHEREAS**, Membership, which is honorary and based on peer recognition, provides a wealth of opportunities for leadership development and networking through workshops, training sessions, conferences and conventions; and

**WHEREAS**, ALPHA DELTA KAPPA provides the opportunity to make a difference around the world and to combine their energies and talents to enrich their lives and the lives of others through thousands of heartwarming, community-based altruistic projects.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Wayne McCullen, Mayor, and the Natchitoches City Council, do hereby urge all citizens of the City of Natchitoches to honor ALPHA DELTA KAPPA, IOTA CHAPTER in this month of October, 2010 and show our appreciation and respect to its members.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	Mims, McCain, Morrow, Payne, Nielsen
<b>NAYS:</b>	None
<b>ABSENT:</b>	None
<b>ABSTAIN:</b>	None

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 11<sup>th</sup> day of October 2010.

  
WAYNE McCULLEN, MAYOR

Councilman Mims stated education is a priority everywhere and without it so many countries and cities are floundering because of the lack of jobs and opportunities and appreciate what they do.

Ms. Diane Vienne addressed the council and stated that she hoped they would be doing really good things for Natchitoches. She said their first project was helping the basketball team at Parks Elementary. The group will go to different schools and let the students and teachers know that there is a group of women who care and are there for them.

The Mayor stated that appreciated them coming and appreciated the commitment they make to the kids and the community.

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 097 OF 2010

***PROCLAMATION***  
***INTERNATIONAL CREDIT UNION DAY***

***WHEREAS***, credit unions are not-for-profit financial cooperatives, democratically owned and operated and founded by people working together toward economic advancement; and

***WHEREAS***, , credit unions embrace a "people helping people" philosophy through the pooling of personal resources and leadership abilities for the good of the cooperative, empowering members to improve their financial futures and uniting to help those in need; and

***WHEREAS***, credit unions have demonstrated outstanding leadership throughout the communities in which they have served since they were founded more than 150 years ago; and

***WHEREAS***, credit unions have championed the idea that people from all walks of life should have access to affordable financial services offered by credit unions; and

***WHEREAS***, credit unions empower people to improve their economic situations in 97 nations around the world at over 54,000 credit unions currently serving the financial needs of 186 million members, including LaCap Federal Credit Union's over 55,000 members, associated through local, state, regional, and international organizations sharing the same commitment to serving credit union members; and

***WHEREAS***, credit unions are developing strong alliances that make financial democracy possible in many countries such as China, Poland, Russia, Ghana, Argentina, Ukraine, and around the world; and

***WHEREAS***, all citizens are encouraged to recognize the many contributions credit unions, such as La Cap, have made to the communities in this city, both tangible and intangible, through the years, and honor and express appreciation for the service and commitment of Louisiana's credit unions.

***NOW, THEREFORE***, I, Mayor Wayne McCullen, Mayor of the City of Natchitoches, Louisiana, do hereby proclaim October 21, 2010, as:

***INTERNATIONAL CREDIT UNION DAY***

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	Nielsen, Payne, Mims, McCain, Morrow
<b>NAYS:</b>	None
<b>ABSENT:</b>	None
<b>ABSTAIN:</b>	None

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 11<sup>th</sup> day of October 2010.

  
WAYNE McCULLEN, MAYOR



Ms. Tammy Trichell addressed the council and invited everyone to come by the offices of LA Capital Federal Credit Union for refreshments on Credit Union Day which will be the 21<sup>st</sup>.

Ms. Mary Ann Nunley stated that LA Capital is the credit union for the City of Natchitoches and Northwestern. She stated that with LaCap money and goes back into higher interest rates on savings and lower interest rates on loans. She stated that they appreciate the City of Natchitoches.

The Mayor stated that he pays attention to who is involved and invest back into the community and that LA Cap meets all those criteria and he appreciates that.

The following Resolution was Introduced by Mr. Payne and Seconded by Ms. Morrow as follows, to-wit:

**RESOLUTION NO. 098 OF 2010**

***PROCLAMATION***

**DOMESTIC VIOLENCE AWARENESS MONTH**

**WHEREAS**, domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

**WHEREAS**, domestic violence is widespread and affects over 4 million Americans each year; and

**WHEREAS**, one in three Americans have witnessed an incident of domestic violence; and

**WHEREAS**, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

**WHEREAS**, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

**WEREAS**, only a coordinated community effort will put a stop to this heinous crime; and

**WHEREAS**, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Wayne McCullen, Mayor, and the Natchitoches City Council, do hereby proclaim the month of October as **DOMESTIC VIOLENCE AWARENESS MONTH** in the City of Natchitoches, Louisiana and urge all citizens to observe this day.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	Payne, Morrow, Nielsen, Mims, McCain
<b>NAYS:</b>	None
<b>ABSENT:</b>	None
<b>ABSTAIN:</b>	None

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 11<sup>th</sup> day of October 2010.

  
WAYNE McCULLEN, MAYOR

Ms. Hylan Wells thanked the Mayor and the Council on behalf of Doves for making the proclamation. She stated that Louisiana is number one in the nation in domestic violence homicides. She went on to invite everyone to attend Trinity Episcopal Church for the "Remember My Name" vigil in memory of those who have lost their lives to domestic violence and to celebrate the survivors.

The following Ordinance was introduced by Ms. Morrow and seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NO. 052 OF 2010**

**AN ORDINANCE AUTHORIZING THE CITY TO LEASE DRY STORAGE AREA IN A WAREHOUSE LOCATED AT THE ADM COMPRESS SITE TO SUNSTREAM, INC., SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE LEASE BY THE MAYOR, WAYNE MCCULLEN, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Natchitoches (City) owns the ADM Compress Site located on the West side of a railroad line which has several warehouses located on it; and

**WHEREAS FURTHER**, Sunstream, Inc., desires to lease a portion of the westernmost warehouse, commonly known as the ADM Building #3, said lease to include 20,800 square feet, and being more fully shown on the attached sketch in yellow; and

**WHEREAS FURTHER**, the rental rate for the lease shall be \$1.25 per square foot on an annual basis; however, Sunstream, Inc.; and

**WHEREAS FURTHER**, by Resolution No. 52 of 2004, the City Council of the City of Natchitoches declared the westernmost warehouse located on the property acquired by the City of Natchitoches from Archer-Daniels-Midland Company, located on Mill Street, to be surplus property, and the City Council of the City of Natchitoches finds that the warehouse space is still surplus property; and

**WHEREAS FURTHER**, the lease will have an initial three year term, and an option to extend for one additional year, with annual rental in the amount of \$26,000.00 to be paid annually in advance; and

**WHEREAS FURTHER**, the City desires to lease that portion of the warehouse described above to Sunstream, Inc., under the terms set forth above and more particularly set forth in the lease attached hereto; and.

**WHEREAS FURTHER**, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law; and

**NOW THEREFORE, BE IT ORDAINED** by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease 20,800 square feet in the westernmost building located on the ADM Compress Site to Sunstream, Inc., for the term of three years with the annual consideration of \$26,000.00, and a right to extend the lease for an additional period of one year.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of **Sunstream, Inc.**, leasing 20,800 square feet within the westernmost warehouse located on the ADM Compress Site for the term of three years, for the consideration of \$26,000.00 per year, with the right to extend the lease for one additional year.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City takes cognizance of and reaffirms Resolution No.52 of 2004, which declared the westernmost warehouse located on the property acquired by the City of Natchitoches from Archer-Daniels-Midland Company, located on Mill Street, to be surplus property not needed for public purposes by the City.

**THIS ORDINANCE** was introduced on the 13<sup>th</sup> day of September, 2010 and advertised in *The Natchitoches Times* on September 17, September 24 and October 1, 2010 in accordance with law.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Morrow, Payne, Nielsen, Mims, McCain</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 11<sup>th</sup> day of October, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12<sup>th</sup> day of October, 2010 at 10:00 A.M.

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHES**

**LEASE OF WAREHOUSE SPACE**

**BE IT KNOWN**, that on this the \_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned witnesses and Notary Public, personally came and appeared:

**CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, represented herein by Mayor Wayne McCullen pursuant to Ordinance Number 052 of 2010, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458

(hereinafter called "LESSOR")

**AND**

**SUNSTREAM, INC.**, a Louisiana Corporation, domiciled in the Parish of Natchitoches, Louisiana, with mailing address of 808 Keyser Avenue, Natchitoches, Louisiana 71457

(hereinafter called "LESSEE")

**ALL OF WHOM DECLARED AS FOLLOWS:**

**I.**

**LESSOR** does hereby lease, and rent unto the **LESSEE**, the following described property, to-wit:

A portion of that warehouse or building located on the ADM property lying West of the railroad tracts, being the westernmost building, commonly known as the ADM Building #3, the portion rented and leased herein being more fully outlined in yellow on the attached sketch, and being 20,800 square feet

**II.**

**2.1** The term of this lease is for a period of three years, commencing on the 17th day of March 2010, and continuing until the 16<sup>th</sup> day of March, 2013.

**2.2** The rental for this lease shall be \$1.25 per square foot or \$26,000.00 per year payable in monthly installments in advance.

**2.3** Either party to this lease may terminate and cancel this lease with 90 days written notice to the other party.

### III.

3.1 The **LESSEE** shall use the premises for commercial or business purposes only, and agrees not to carry on any activities on the property which is unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The **LESSOR** gives no warranty as to the condition of the premises, and the **LESSEE** agrees to accept the premises in their current condition having inspected same, and being familiar with their condition as it is currently in possession of same. The **LESSEE** agrees to keep the premises in good condition during the term of the lease at its expense and to return them to **LESSOR** in the same condition at the termination of the lease, normal decay, wear and tear excepted. The premises shall be returned, broom-swept clean, with no debris or trash left in the house or on the property grounds.

3.3 Although the **LESSEE** shall have the primary responsibility to repair and maintain the premises, including the mechanical works (heating, cooling, electrical, plumbing, etc.), the **LESSOR** shall have the right to enter the premises and make such repairs as they deem necessary if the **LESSEE** neglects or refuses to make them. The **LESSEE** agrees to reimburse the **LESSOR** for such repairs when called upon to do so.

3.4 **LESSEE** agrees to obtain the consent of the **LESSOR** prior to making any improvements on the premises. Any improvements made shall be the property of the **LESSOR** at the termination of the lease.

3.5 The **LESSEE** agrees that the **LESSOR** will have access to the building and premises for the purpose of inspection at reasonable times and intervals.

3.6 The **LESSEE** will be responsible for all utility services on the premises, at its expense.

### IV.

4.1 The **LESSEE** will be responsible for liability and fire insurance coverage on the premises, at its expense, with the understanding that the **LESSEE** will be responsible for its pro rata portion of the warehouse leased herein.. The **LESSEE** will be responsible for providing insurance on contents and equipment.

**4.2** The **LESSOR** will be responsible for all ad valorem taxes during the term of the lease, but **LESSOR's** responsibility shall be limited to the amount of ad valorem taxes paid in 2004. Any amount over the ad valorem taxes assessed in 2004 shall be the responsibility of the **LESSEE**.

**4.3** The **LESSEE** will be responsible for repairs and maintenance of any kind to the premises, with the exception of roof repairs, or other structural repairs which will be the responsibility of the **LESSOR**.

## **V.**

**5.1** The **LESSOR** shall not be liable to the **LESSEE**, or to **LESSEE's** employees, invitees, visitors, or other persons on the premises with or without the permission of the **LESSEE** for any damage to person or property caused by any act, omission or neglect of **LESSEE** or any person acting under their direction, either express or implied, and **LESSEE** agrees to hold the **LESSOR** and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises.

**5.2** The **LESSEE** hereby assumes responsibility for the condition of the leased premises and the **LESSOR** shall not be liable for injury caused by any defect to the **LESSEE** or anyone on the premises who derives his right to be thereon from the **LESSEE**, or either of them, unless the **LESSORS** knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

## **VI.**

**6.1** Failure to pay the annual rental timely, failure to comply with any of the terms and conditions of this lease, shall be deemed a default of this lease, and if the default is not cured within thirty (30) days after written demand by the **LESSOR** to **LESSEE**, the **LESSOR** may proceed to declare the lease in default and the entire amount of the rent for the three year term shall be immediately due and collectible at the option of the **LESSOR**. If the **LESSOR** should declare the lease in default and accelerate the rent, then, in that event, the **LESSEE** shall be entitled to reduce the accelerated rent by the amount which the **LESSEE** has invested in improvements to the property. Any improvements claimed by the **LESSEE** must be proven with receipts therefore. The **LESSOR** reserves any and all rights that it might have under the law,



including the right to sue for immediate eviction, rents, damages, reimbursements, costs, and reasonable attorney fees incurred.

**VII.**

**OPTION FOR EXTENSION OF LEASE**

7.1 The LESSOR further grants the LESSEE an option to extend the lease for an additional one year period at a rental rate which shall be adjusted to take into account the cost of inflation.

**VIII.**

8.1 Any notices under this lease and option will be considered delivered, if hand delivered to any party, or if mailed by certified mail to the other party at the addresses given in the preamble to this lease, or such other address as may be later furnished by any party to the other.

**THUS DONE AND PASSED** in the presence of the undersigned Notary Public and subscribing witnesses on this the 11<sup>th</sup> day of Oct, 2010, at Natchitoches, Louisiana.

**WITNESSES:**

**CITY OF NATCHITOCHES**

Natasha M. Goston  
Witness Signature

By: Wayne McCullen  
Wayne McCullen, Mayor

Natasha M. Goston  
Printed Witness Name

Stacy M. McQuary  
Witness Signature

Stacy M. McQuary  
Printed Witness Name

Carl S. Steadman  
Notary Name: Carl S. Steadman  
Notary No.: 15731

STATE OF LOUISIANA  
PARISH OF NATCHITOCHES

THUS DONE AND PASSED in the presence of the undersigned Notary Public and  
subscribing witnesses on this the \_\_\_\_ day of \_\_\_\_\_, 2010, at Natchitoches,  
Louisiana.

WITNESSES:

SUNSTEAM, INC.

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Jim Talmadge, President

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Notary Name:  
Notary No.:

The following Ordinance was introduced by Mr. Nielsen and seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NO. 053 OF 2010**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, WAYNE MCCULLEN, TO EXECUTE A LEASE IN FAVOR OF RED RIVER DUSTING, INC., OF THAT 21,600 SQUARE FOOT AREA BEING THE NORTH 180 FEET OF LOT 20 AS SHOWN AND DEPICTED ON AN APRIL 27, 2001 AIRPORT LAYOUT BY ALLIANCE INCORPORATED, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Natchitoches is the owner of a 21,600 square foot area, being the North 180 feet of Lot 20 as shown and depicted on the Airport Layout prepared by Alliance Incorporated and dated April 27, 2001, the total of said Lot 20 being 24,000 square feet; and

**WHEREAS**, the Mayor of the City of Natchitoches, Wayne McCullen, has negotiated the terms of a lease to Red River Dusting, Inc., of that property described as the North 180 feet of Lot 20 as shown on the Airport Layout prepared by Alliance Incorporated and dated April 27, 2001; and

**WHEREAS FURTHER**, the terms of the lease are for a ten (10) year period with consideration of One Thousand Seven Hundred Twenty-Eight and 00/100 (\$1,728.00) Dollars per year, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Red River Dusting, Inc.; and

**WHEREAS FURTHER**, the terms of the lease further allow for an option to extend the lease for an additional ten year term if the tenant, within the original term of the lease, makes improvements on the property in the amount of at least Twenty Thousand dollars, or two additional ten year terms if the tenant, within the original term of the lease, makes improvements on the property in the amount of at least One Hundred and Twenty Thousand dollars, all in accordance with the terms of R.S. 3:135.1 (B) (2) (b); and

**WHEREAS FURTHER**, the City desires to lease that property described as the North 180 feet of Lot 20 as shown on the Airport Layout prepared by Alliance Incorporated and dated April 27, 2001, to Red River Dusting, Inc., under the terms set forth above and more particularly set forth in the lease attached hereto.

**NOW THEREFORE, BE IT ORDAINED** by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease that property described as the North 180 feet of Lot 20 as shown on the Airport Layout prepared by Alliance Incorporated and dated April 27, 2001, to Red River Dusting, Inc., for the term of ten (10) years with the annual consideration of \$1,728.00, with lease extensions under the terms of R.S. 3:135.1 (B) (2) (b).

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of **Red River Dusting, Inc.**, leasing that property described as the North 180 feet of Lot 20 as shown on the Airport Layout prepared by Alliance Incorporated and dated April 27, 2001, for the term of Ten (10) years with lease extensions under the terms of R.S. 3:135.1 (B) (2) (b).

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.


**THIS ORDINANCE** was introduced on this the 13<sup>th</sup> day of September, 2010 and advertised in *The Natchitoches Times* on September 17, September 24 and October 1, 2010 in accordance with law.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, Payne, Mims, McCain, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 11<sup>th</sup> day of October, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12<sup>th</sup> day of October, 2010 at 10:00 A.M.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

**LEASE AGREEMENT**

**BE IT KNOWN** that this agreement is made and entered into on this the 14<sup>th</sup> day of October 2010, before the undersigned Notaries Public and subscribing witnesses, by and between:

**THE CITY OF NATCHITOCHES, LOUISIANA**, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Wayne McCullen, Mayor, pursuant to an Ordinance No. 053, of 2010 adopted by the City Council of the City of Natchitoches on the 11<sup>th</sup> day of October, 2010, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

**AND**

**RED RIVER DUSTING, INC.**, a Louisiana Corporation, domiciled in the Parish of Natchitoches, Louisiana, with mailing address of 747 Whitfield Drive, Natchitoches, Louisiana, 71457, and represented herein by Jerry Chessser, duly authorized to act herein pursuant to resolution of the Board of Directors of said corporation, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

**1.**

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following plot of ground, to-wit:

A certain parcel or tract of land, measuring and containing 21,600 square feet. The said plot of ground in more particularly described as follows, to-wit:

The North 180 feet of Lot 20 as shown and depicted on the Airport Layout prepared by Alliance Incorporated and dated April 27, 2001, the total of said Lot 20 being 24,000 square feet, but the leased portion totaling 21,600 square feet.

**2.**

In consideration for the use of said tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of One Thousand Seven Hundred Twenty-Eight and 00/100 (\$1,728.00) Dollars per year, payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Eight Cents (\$0.08) per square foot for the area described as having a

total of 21,600 square feet. The consideration may be adjusted under the escalation clause set forth in paragraph 3, below.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

**3.**

The initial term of this lease shall be for a ten year period, from date hereof, and considering the fact that the Lessee has agreed to construct facilities on the based premises in excess of \$20,000.00, the Lessee is given the right and option to extend the term of the lease for one (1) additional ten (10) year period by giving Lessor written notice by U. S. Certified Mail at least thirty (30) days prior to the termination of said first ten (10) year period. Said notice in writing shall be addressed to the City of Natchitoches, Louisiana. This option to extend the lease is contingent upon the actual construction of facilities on the premises with a value of not less than \$20,000.00, all in accordance with LA R. S. 2:135.1 B(2)(a).

Every five years, during the initial term and any extension thereof as hereinabove set forth, the rental for each five year period of the lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2001. The difference between the Index figure for January 1, 2001, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

4.

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose.

7.

Lessee shall have the privilege to make improvements upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for any improvements including but not limited to a hangar should be submitted to the City for approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and

option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.

**8.**

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises.

**9.**

The Lessee shall not sell gasoline or aviation fuel on the leased premises. The Lessee shall have the right to store aviation fuel for the exclusive use of Lessee or its Sub-Lessees, but all storage and dispensing equipment, tanks, and appurtenances shall comply with all local, state, and Federal law and regulations.

**10.**

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

Lessor, its agents and assigns, shall have the right to enter the leased premises at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

**11.**

Lessee agrees to observe and obey during the term of this lease all laws, Ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.



**12.**

This lease cannot be modified or changed except upon written agreement of the parties hereto.

**13.**

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

**14.**

During the time of war or National emergency, the Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

**15.**

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after such termination.

**16.**

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property. This paragraph shall apply separately to each Lessee.

17.

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar, tanks, pumps and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

18.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

**IN WITNESS WHEREOF**, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 11<sup>th</sup> day of Oct. 2010, at Natchitoches, Louisiana, in quadruplicate original.

Natasha M. Gusten

**CITY OF NATCHITOCHES,  
LOUISIANA**

**WITNESS**

Stacy M. McCreary  
**WITNESS**

By: Wayne McCullen  
**WAYNE MCCULLEN, MAYOR**

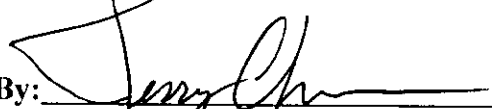
Carol S. Steadman  
**NOTARY PUBLIC # 15781**


IN WITNESS WHEREOF, Red River Dusting, Inc., in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 14<sup>th</sup> day of October, 2010, at Natchitoches, Louisiana, in quadruplicate original.

  
WITNESS

  
WITNESS

RED RIVER DUSTING, INC.

By:   
JERRY CRESSER

 Edd R. Lee  
NOTARY PUBLIC ID 15749

The following Ordinance was introduced by Mr. Payne and seconded by Mr. Nielsen as follows, to-wit:

**ORDINANCE NO. 054 OF 2010**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, WAYNE MCCULLEN, TO EXECUTE A LEASE IN FAVOR OF MARC MILLICAN AND KEVIN MCGREGOR, OF THAT 21,785.76 SQUARE FOOT AREA SHOWN AND DEPICTED AS LOT 4 ON THE AIRPORT LAYOUT PLAN OF APRIL 12, 1994, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan of April 12, 1994, which said lots are available for lease, and more particularly is the owner of Lot 3 as shown and depicted on the Layout Plan, said Lot 3 being a 21,785.76 square foot area; and

**WHEREAS**, the Mayor of the City of Natchitoches, Wayne McCullen, has negotiated the terms of a lease to Marc Millican and Kevin McGregor, of that property shown and depicted as Lot 4 on the Layout Plan; and

**WHEREAS FURTHER**, the terms of the lease are for a ten (10) year period, with consideration of One Thousand Seven Hundred Forty-Two and 86/100 (\$1,742.86) Dollars per year, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Marc Millican and Kevin McGregor; and

**WHEREAS FURTHER**, the City desires to lease that property shown and depicted as Lot 4 on the Layout Plan, under the terms set forth above and more particularly set forth in the lease attached hereto.

**NOW THEREFORE, BE IT ORDAINED** by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease that property described as a 21,785.76 square foot area, more fully shown and depicted as Lot 4 on the Airport Layout Plan of April 12, 1994, to Marc Millican and Kevin McGregor, for the term of ten (10) years, with the annual consideration of One Thousand Seven Hundred Forty-Two and 86/100 (\$1,742.86) Dollars.

(2) That notice of this proposed Ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that Ordinance be posted in the City Hall.

(3) That any opposition to this Ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this Ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Marc Millican and Kevin McGregor, leasing that property more fully shown and depicted as Lot 4 on the Airport Layout Plan of April 12, 1994, for the term of ten (10) years, with the annual consideration of One Thousand Seven Hundred Forty-Two and 86/100 (\$1,742.86) Dollars.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

**THIS ORDINANCE** was introduced on the 13<sup>th</sup> day of September, 2010 and advertised in *The Natchitoches Times* on September 17, September 24 and October 1, 2010 in accordance with law.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, McCain, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 11<sup>th</sup> day of October, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 12<sup>th</sup> day of October, 2010 at 10:00 A.M.

STATE OF LOUISIANA  
PARISH OF NATCHITOCHES

ENDORSEMENTS:  
FILED DEC. 3 1:24 PM '10  
Louisiana  
CLERK OF DISTRICT COURT  
By: *Melley Poché* Dy. Clerk  
NATCHITOCHES PARISH, LA. 338490  
INSTRUMENT NO. *238490*  
Pg. *29*  
BOOK *238490*  
STATE OF LOUISIANA  
PARISH OF NATCHITOCHES  
I HEREBY CERTIFY THAT THE ABOVE AND  
FOREGOING IS A TRUE AND CORRECT COPY OF  
THE ORIGINAL INSTRUMENT AS SAME APPEARS  
ON FILE IN MY OFFICE IN THE ABOVE NAMED  
PARISH AND STATE TOGETHER WITH ALL EN-  
DORSEMENTS THEREON APPEARING.  
WITNESS MY HAND AND SEAL OF OFFICE  
THIS *23* DAY OF *Dec* 20 *10*  
DY. CLERK OF JUDICIAL DISTRICT COURT, LA.  
*Melley Poché*

**LEASE AGREEMENT**

BE IT KNOWN that this agreement is made and entered into on this the 14<sup>th</sup>  
day of OCTOBER, 2010 before the undersigned Notaries Public and  
subscribing witnesses, by and between:

**THE CITY OF NATCHITOCHES, LOUISIANA**, a Municipal Corporation, with  
mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented  
herein by Wayne McCullen, Mayor, pursuant to an Ordinance No 054, of 2010  
adopted by the City Council of the City of Natchitoches on the 11<sup>th</sup> day of October,  
2010, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

**AND**

**Marc Millican and Kevin McGregor**, with mailing address of 508 Airport Road,  
Natchitoches, Louisiana 71457, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

**1.**

That for and in consideration of the rents, covenants, and agreements herein set out, to be  
faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the  
following plot of ground, to-wit:

A certain square, parcel or tract of land, located in the Natchitoches Regional  
Airport, measuring 147.6 feet by 147.6 feet and containing 21,785.76 square feet.  
The said plot of ground is more particularly described and shown as Lot 4 on the  
Airport Layout Plan of April 12, 1994.

**2.**

In consideration for the use of said tract and the privileges incidental thereto, Lessee  
agrees to pay Lessor the sum of One Thousand Seven Hundred Forty-Two and 86/100  
(\$1,742.86) Dollars per year payable in advance each year with the first payment being paid  
herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on  
the anniversary date of this lease each year throughout the term of this lease. This amount is  
calculated on the basis of Eight Cents (\$0.08) per square foot for the area described as having a  
total of 21,785.76 square feet.

After five years, November of 2015, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2001. The difference between the Index figure for January 1, 2001, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

**3.**

The term of this lease shall be for a ten year period, from November 27, 2010, through November 26, 2020.

**4.**

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

**5.**

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose.

7.

Lessee shall have the privilege to make improvements to the hanger located upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hanger should be submitted to the City for approval prior to commencing construction. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by the Lessee shall remain the property of the Lessee at the expiration of this lease, or extension thereof, provided however, that the Lessor shall have the right and option to purchase such buildings from Lessee at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property and after written notification of its intent not to purchase to the Lessee, the Lessee has the right to remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.



8.

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises.

9.

The Lessee shall not ~~sell~~ sell gasoline or aviation fuel on the leased premises.

10.

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

Lessor, its agents and assigns, shall have the right to enter the leased premises at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

11.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

12.

This lease cannot be modified or changed except upon written agreement of the parties hereto.

13.

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

14.

During the time of war or National emergency, the Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease

is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

**15.**

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after such termination.

**16.**

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property. This paragraph shall apply separately to each Lessee.

**17.**

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar, tanks, pumps and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

**18.**

Lessee, in exercising any of the rights or privileges herein granted to it, shall not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office

of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 11<sup>th</sup> day of Oct 2010, at Natchitoches, Louisiana.

Natasha M. Goston

CITY OF NATCHITOCHES,  
LOUISIANA

WITNESS

By: Wayne McCullen  
WAYNE MCCULLEN, MAYOR

Stacy M. McQueary

WITNESS

Carol S. Steedman

NOTARY PUBLIC #15781

STATE OF Louisiana

COUNTY OF Natchitoches

IN WITNESS WHEREOF, Marc Millican and Kevin McGregor, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this 11<sup>th</sup> day of October, 2010, at Natchitoches, State of Louisiana.

Ly Coan  
WITNESS

Marc Millican  
Marc Millican

WITNESS

Kevin McGregor  
Kevin McGregor

See back

Edd R. Lee

NOTARY PUBLIC

IO 15749

See back

**CITY OF NATCHITOCHES**  
**UTILITY (PROPRIETARY) FUND BUDGET REPORT**  
**AS OF AUGUST 31, 2010**

	CURRENT MONTH				YEAR TO DATE			
	TOTAL		(OVER)				UNREALIZED /	PERCENT
	BUDGET	MONTHLY	UNDER	YTD	ENCUM-	AVAILABLE	RECEIVED/	
	<u>10/11 FY</u>	<u>BUDGET *1</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BRANCES</u>	<u>BALANCE</u>	<u>EXPENSED</u>	
REVENUE	39,899,271	3,324,939	3,577,952	253,013	10,214,554	29,684,717	25.60%	
EXPENDITURES								
DEPARTMENT:								
UTILITY ADMINISTRATION	335,651	27,971	18,556	9,415	56,042	204	279,405	16.76%
WATER	1,768,839	147,403	139,923	7,481	432,949	34,625	1,301,264	26.43%
SEWER	1,389,432	115,786	126,328	(10,542)	300,079	17,138	1,072,215	22.83%
ELECTRIC	26,998,787	2,249,899	2,468,021	(218,122)	4,941,326	16,424	22,041,038	18.36%
UTILITY BILLING	915,606	76,301	65,808	10,492	181,111	10,169	724,327	20.89%
INDIRECT	8,490,956	707,580	571,273	136,306	2,427,431	6,063,525	28.59%	
TOTAL UTILITY FUND	39,899,271	3,324,939	3,389,909	(64,970)	8,338,938	78,560	31,481,774	21.10%

FOOTNOTES:

\*1 - 1/12th OF TOTAL BUDGET

% BUDGET YEAR ELAPSED                      25%

% BUDGET EXPENDED                              21%

**CITY OF NATCHITOCHES**  
**GENERAL FUND BUDGET REPORT**  
**AS OF AUGUST 31, 2010**

	CURRENT MONTH				YEAR TO DATE			
	TOTAL	(OVER)			UNREALIZED			
	BUDGET 10/11 FY	MONTHLY BUDGET *1	ACTUAL	UNDER BUDGET	YTD ACTUAL	ENCUM- BRANCES	AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
<b>REVENUE</b>	13,163,776	1,096,981	994,318	(102,662.89)	2,713,104		10,450,672	20.61%
<b>EXPENDITURES</b>								
<b>DEPARTMENT:</b>								
CITY HALL / FINANCE	512,155	42,680	35,240	7,440.00	100,336	15,805	396,014	22.68%
COMMUNITY DEVELOPMENT	541,745	45,145	40,366	4,778.93	112,823	4,783	424,139	21.71%
PLANNING & ZONING	182,395	15,200	15,303	(103.32)	38,394	41	143,960	21.07%
FIRE DEPARTMENT	2,549,960	212,497	192,598	19,899.15	560,471	778	1,988,711	22.01%
POLICE DEPARTMENT	3,973,470	331,123	333,302	(2,179.21)	876,492	5,347	3,091,631	22.19%
ANIMAL SHELTER	153,932	12,828	9,935	2,893.16	24,607	663	128,662	16.42%
PURCHASING	309,799	25,817	19,830	5,986.92	58,795	804	250,200	19.24%
CITY GARAGE	209,307	17,442	11,023	6,419.15	38,692	820	169,795	18.88%
RECREATION *2	868,791	72,399	89,420	(17,020.69)	270,548	3,189	595,054	31.51%
PUBLIC WORKS	1,414,923	117,910	111,920	5,990.69	316,680	167	1,098,076	22.39%
INDIRECT EXPENSE	2,252,088	187,674	119,291	68,383.21	786,183	845	1,465,060	34.95%
PROGRAMMING & PROMOTIONS	195,211	16,268	11,404	4,863.99	35,631	4,792	154,788	20.71%
<b>TOTAL GENERAL FUND</b>	<b>13,163,776</b>	<b>1,096,981</b>	<b>989,629</b>	<b>107,351.98</b>	<b>3,219,651</b>	<b>38,035</b>	<b>9,906,091</b>	<b>24.75%</b>

**FOOTNOTES:**

\*1 - 1/12th OF TOTAL BUDGET

\*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED

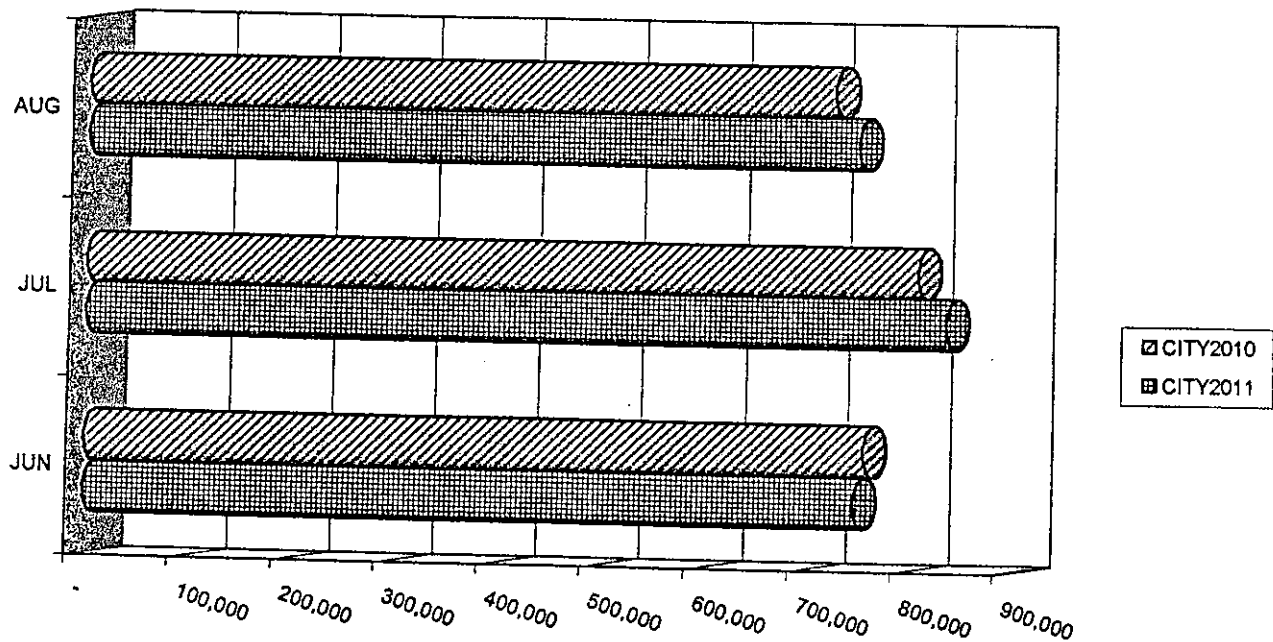
25%

% BUDGET EXPENDED

25%

# CITY OF NATCHITOCHEs

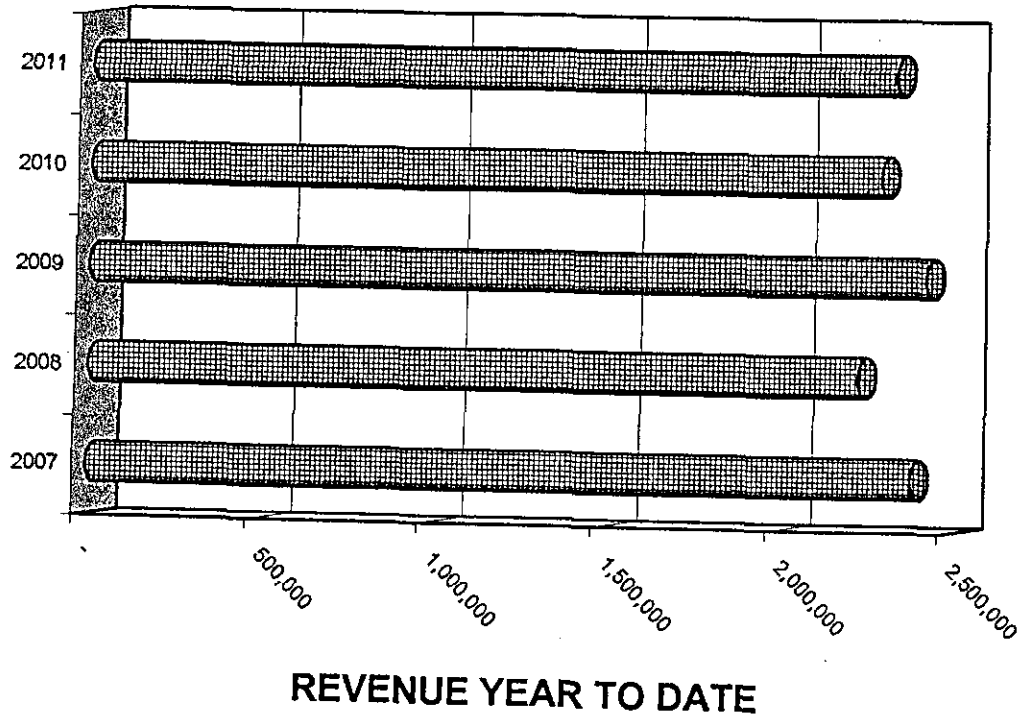
## FISCAL YEAR SALES TAX COLLECTIONS



**REVENUE BY MONTHS**

PERIOD	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	DIFF 10/11	DIFF %
JUN	683,469	693,346	821,444	754,700	745,293	(9,407)	-1.25%
JUL	1,014,779	839,047	841,099	805,871	833,927	28,056	3.48%
AUG	682,175	690,531	758,211	723,797	747,034	23,237	3.21%

# CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS



PERIOD	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	DIFF 10/11	DIFF %
JUN	683,469	693,346	821,444	754,700	745,293	(9,407)	-1.25%
JUL	1,698,248	1,532,393	1,662,543	1,560,571	1,579,220	18,649	1.20%
AUG	2,380,423	2,222,924	2,420,754	2,284,368	2,326,254	41,886	1.83%

Mr. Pat Jones presented the Finance Report and stated in the general fund budget report, the revenue was at 20.61%, expenditures at 24.75% but that was in the first 25% of the fiscal year and revenue is on time with where they normally are and are down a little bit from the 25% because of such items as Ad Valorem taxes. He stated that on the expenditure side that the departments are in line with where they need to be. He went on to say that recreation was at 31.5% but that is consistent because of the summer months. He stated that the expenditures are high at the beginning of the fiscal year but will catch up during the winter months. He goes on to state that the revenue fund is at 25.6%, expenditures at 21.1%. He stated that they are watching the revenues from the utility sales closely to make sure that the utility fund stays in the black. He went on to discuss the sales tax report and that in August they had a 3.21% increase above last August. He stated that this was great news and shows that the sales taxes are holding steady so the economy in Natchitoches so far is doing good. The revenue year-to-date is 1.83% for the first three months of the fiscal year above where they were last year. He stated that that is an indication that the first three months of the fiscal year have started off on the right foot compared to last year.

Ms. Morrow stated that she wanted to thank everyone who came out to National Night out. She said they had over 200 people and wanted to personally thank Dale Nielsen and Larry Payne, Chief Dove, the Fire Department, Kendrick Llorens and all others who came out to make that night a success.

Mr. Nielsen stated that he wanted to comment about National Night Out and that the move from August to October was a tremendous move and made it wonderful.

Mr. Nielsen made a motion to adjourn the meeting, Mr. McCain seconded the motion, and the meeting was adjourned at 7:45 p.m.

  
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MAYOR WAYNE McCULLEN